

Dingli AWP Oceania Trading Pty Ltd Limited Warranty Policy

Warranty Period

Dingli AWP Oceania (Seller) warrants that each new aerial work platform (“AWP”) will be free of defective parts and workmanship from the product invoice date or the product date of delivery to the original purchaser (Buyer) for two (2) years Hydraulic & Electrical components, five (5) years Structural components. Vertical Lift products for two (2) years Hydraulic & Electrical components, three (3) years Structural components.

Buyers Responsibilities

Misuse or improper operation, lack of normal maintenance and inspections as outlined in the Operating Manual, Parts Manual or Service Manual, alterations to original designs and/or components or accidents will void all warranty. Batteries, wear items and engines are not covered by this warranty. Any claims, should be referred to the manufactures warranties. Electrical failures due to loose wiring, corrosion & poor maintenance are not covered by this warranty.

Buyer agrees to notify Seller with written notice of the defect within thirty (30) days of its discovery, Seller agrees only to repair or replace at its own expense any part or parts of the product found to be defective in material or workmanship, provided Seller is notified of such defect or defects within the applicable warranty period and given a reasonable time to correct the defect.

Exclusions

Accessories, assemblies and components included in equipment which are not manufactured by Seller are subject to the warranty of their respective manufacturers. Such components may include, but not limited to, engines, batteries, tires, petrochemicals. Damage resulting to the equipment or parts should the Buyer or operator continue to operate the equipment after it has been noted that a failure has occurred.

Seller is not responsible for Inbound freight, duty and taxes for replacement components or outbound freight, duty, taxes for any part requested as a warranty return, costs of disposal tyres and batteries. In any event of damage caused by carrier handling Buyer is to immediately file with the respective carrier.

Items not covered by Warranty

Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer.

Authorisation

All warranty claims are subject to approval by Dingli AWP Oceania for the repair or replacement of defective material within the applicable Warranty period. Dingli AWP Oceania reserves it’s right, at its sole discretion, to limit or adjust claims with regard to defective parts and labour. Seller will not be responsible for the cost of any replacement or repair made by any party other than Seller or it’s authorised agents.

Warranty Claim Requests

Buyer, including those employees acting on the Buyers behalf, agrees to issue an official company order number to cover the value of the part, labour and any associated expense provided by the Seller at the time of submitting a warranty request and at all times waves the right to withhold payment should the fault not be found to be a valid warranty claim.

Acceptance

All parts subject to this warranty policy must be inspected by the Buyer within ten days after arrival of goods at point of delivery. All goods shall be deemed to have been delivered and accepted by the Buyer unless notice is provided to the Seller within the ten day period.

Return of Goods

Dingli AWP Oceania Pty Ltd will accept goods returned to it at its warehouse at the cost of the Buyer within ten days of supply provided they have not been used and are in new condition.

Validity of Warranty

This warranty shall be voided, if, upon the occurrence of any incident involving any product manufactured by Seller and resulting in any personal injury or property damage, Buyer shall fail to notify Seller within 48 hours of such occurrence or permit Seller and its representatives to have immediate access to such product and all records of or within the control of Buyer relating to the product and occurrence.

Limitation of Liability

Seller shall have no liability to the Buyer in respect of the Equipment's failure to comply with the warranty set out above. Seller shall not be liable for the Equipment's failure to comply with the warranty set out above if the Buyer makes any further use of such Equipment after giving Seller notice of the defect because the Buyer fails to follow Sellers instructions as to the use and maintenance of the Equipment, or the Buyer alters or repairs the Equipment without the Seller written consent, or the defect arises as a result of fair wear and tear, wilful damage, operator negligence, or abnormal working conditions.

Seller shall not be held liable to the Buyer or any other party including any indirect, consequential, incidental damages, loss of profits, or any loss, damage, injury or debt sustained resulting directly or indirectly out of negligence of Seller.